

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 13	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-02-P-0396		3. Award/Effective Date 2002JUN18		4. Order Number		5. Solicitation Number	
6. Solicitation Issue Date							
7. For Solicitation Information Call:		A. Name DICK PERMANTIER		B. Telephone Number (No Collect Calls) (309) 782-3430		8. Offer Due Date/Local Time	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-E ROCK ISLAND IL 61299-7630 e-mail: PERMANTIERR@RIA.ARMY.MIL		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked	
						<input type="checkbox"/> See Schedule	
						<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						13b. Rating DOC9	
						14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. Discount Terms 1% 20 DAYS NET 30 DAYS							
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA READING 201 PENN STREET SUITE 201 READING PA 19601-4054			
Code				Code S3912A			
Telephone No.							
17. Contractor/Offeror STANLEY STORAGE SYSTEMS INC 11 GRAMMES ROAD BOX 1151 ALLENTOWN PA 18105-1151		Code 34004 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			
Code 34004				Code HQ0337			
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC9G 6D 26FB S11116 W52H09						26. Total Award Amount (For Govt. Use Only) \$31,372.22	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return _____ Copies <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) HOWARD LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309) 782-3506		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted		32c. Date		33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	
32b. Signature Of Authorized Government Representative		32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	
32b. Signature Of Authorized Government Representative		32c. Date		38. S/R Account Number		39. S/R Voucher Number	
32b. Signature Of Authorized Government Representative		32c. Date		42a. Received By (Print)		40. Paid By	
41a. I Certify This Account Is Correct And Proper For Payment		41c. Date		42b. Received At (Location)		40. Paid By	
41b. Signature And Title Of Certifying Officer		41c. Date		42c. Date Recd (YYMMDD)		42d. Total Containers	
41b. Signature And Title Of Certifying Officer		41c. Date		42c. Date Recd (YYMMDD)		42d. Total Containers	

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Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC			

SUPPLEMENTAL INFORMATION

1. AWARD IS MADE FOR THE FOLLOWING FOUR STORAGE CABINETS:

ITEM NO	QUANTITY	STANLEY VIDMAR ID NO	NET PRICE
1	4 EA	PO13212-000001	\$2,011.88
2	10 EA	PO13212-000005	\$5,529.60
3	3 EA	PO13212-000015	\$1,621.14
4	15 EA	PO13212-000018	<u>\$22,209.60</u>

TOTAL CONTRACT AMOUNT IS \$31,372.22

2. THE CONTRACTOR'S QUOTE IS INCORPORATED INTO THIS CONTRACT AS ADDENDUM 001.

3. FOB IS DESTINATION, 48 CONTIGUOUS STATES AND WASHINGTON DC ONLY.

4. EARLY DELIVERY IS AUTHORIZED IF AT NO ADDITIONAL COST TO THE GOVERNMENT.

5. THIS PURCHASE ORDER CONTAINS A 100% OPTION THAT MAY BE EXERCISED AT ANY TIME ON OR BEFORE ONE YEAR FROM THE DATE OF AWARD. AS THE CONTRACTOR DID NOT PROVIDE UNIT PRICES FOR THE OPTION QUANTITIES, IN ACCORDANCE WITH FAR 52.217-6, EVALUATED OPTION FOR INCREASED QUANTITY, THE SAME PRICES BID FOR THE BASIC REQUIREMENT IN SECTION B WILL APPLY TO ANY OPTION QUANTITIES.

6. ALL TERMS AND CONDITIONS OF THE COMBINED SYNOPSIS/SOLICITATION DAAE20-02-T-0265 ISSUED APRIL 17, 2002, INCLUDING AMENDMENTS 1, 2, AND 3 APPLY.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>4</p> <p>NSN: 7125-01-225-1199 NOUN: CABINET, STORAGE FSCM: 59678 PART NR: 11023801 SECURITY CLASS: Unclassified PRON: M121TE38M1 PRON AMD: 01 ACRN: AA AMS CD: 060011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092144A500 W52H1C J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 15-AUG-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0396/0000</p>	4	EA	\$ 502.97000	\$ 2,011.88
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>10</p> <p>NSN: 7125-01-225-1200 NOUN: CABINET, SMALL PARTS FSCM: 59678 PART NR: 11023802 SECURITY CLASS: Unclassified PRON: M121TE85M1 PRON AMD: 01 ACRN: AA AMS CD: 060011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092143A501 W52H1C J 1</p>	10	EA	\$ 552.96000	\$ 5,529.60

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Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC							
ITEM NO	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 10 15-AUG-2002						
	FOB POINT: Destination						
	SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000						
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0396/0000						
	<u>Supplies or Services and Prices/Costs</u>						
	<u>PRODUCTION QUANTITY</u>			3	EA	\$ 540.38000	\$ 1,621.14
	NSN: 7125-01-225-1201 NOUN: CABINET, STORAGE FSCM: 59678 PART NR: 11023803 SECURITY CLASS: Unclassified PRON: M121TE86M1 PRON AMD: 01 ACRN: AA AMS CD: 060011						
	<u>Packaging and Marking</u>						
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination						
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H092143A502 W52H1C J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 3 15-AUG-2002						
0004	FOB POINT: Destination						
	SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000						
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0396/0000						
	<u>Supplies or Services and Prices/Costs</u>						
	<u>PRODUCTION QUANTITY</u>			15	EA	\$ 1,480.64000	\$ 22,209.60
	NSN: 7125-01-225-1203 NOUN: CABINET, SMALL PARTS						

Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>FSCM: 59678</div> <div>PART NR: 11023800</div> <div>SECURITY CLASS: Unclassified</div> <div>PRON: M121TE87M1 PRON AMD: 01 ACRN: AA</div> <div>AMS CD: 060011</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u></div> <div>INSPECTION: Destination ACCEPTANCE: Destination</div> <div><u>Deliveries or Performance</u></div> <div>DOC </div>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0396 MOD/AMD	Page 6 of 13
Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC		

DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC9G	6D	26FB S11116	W52H09	\$ <u>31,372.22</u>
						TOTAL	\$ 31,372.22

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SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: https://aais.ria.army.mil

- 3

52.246-4500

MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)

NOV/2001
- TACOM-RI
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is PERMANTIER@RIA.ARMY.MIL The data fax number for submission is (309) 782-1059, ATTN: MR. PERMANTIER.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to: NA

(End of Clause)

(HS6510)

CONTRACT CLAUSES

For Local Clauses See: https://aais.ria.army.mil

- 4

52.212-4

CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS

FEB/2002
- 5
- 252.204-7004
- REQUIRED CENTRAL CONTRACTOR REGISTRATION
- NOV/2001
- DFARS
- 6
- 252.246-7000
- MATERIAL INSPECTION AND RECEIVING REPORT
- DEC/1991
- DFARS
- 7
- 52.212-5
- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS
- MAY/2002
- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

_____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

_____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

_____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

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Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC		

- ____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____(ii.) Alternate I to 52.219-5.
- ____(iii.) Alternate II to 52.219-5.
- ____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____(ii) Alternate I of 52.219-23
- ____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ____(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- ____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ____(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ____(18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).
- ____(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).
- ____(ii) Alternate I of 52.225-3.
- ____(iii) Alternate II of 52.225-3.
- ____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- ____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ____(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- ____(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- ____(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0396 MOD/AMD	Page 10 of 13
Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC		

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

____(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6272)

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Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC		

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) CLINS 0001 THRU 0004 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLINS 0001 THRU 0004 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time ON OR BEFORE ONE YEAR FROM THE DATE OF AWARD by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are: SEE SECTION B

Unit Price

Evaluated Option (F.O.B. Origin)	\$_____ CLIN -4-
	\$_____ CLIN -5-

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

9	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	MAY/2002
	DFARS	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL	
		ITEMS	

(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

 X 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

____252.206-7000 Domestic Source Restriction (Dec 1991)(10 U.S.C. 2304).

____252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998) (10 U.S.C. 2327)

____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

____252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

 X 252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)(41 U.S.C. 10a-10d, E.O. 10582).

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_____252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (Sep 2001)(41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

_____252.225-7012 Preference for Certain Domestic Commodities (Apr 2002)(10 U.S.C.2533a note)

_____252.225-7014 Preference for Domestic Speciality Metals (Mar 1998) (10 U.S.C. 2533a note).

_____252.225-7015 Preference for Domestic Hand or Measuring Tools (Dec 1991)(10 U.S.C. 2533a note).

_____252.225-7016 Restriction on Acquisition of Ball and roller Bearings(Dec 2000)
(____Alternate I)(Dec 2000) (Section 8064 of Pub. L. 106-259).

_____252.225-7021 Trade Agreements (Sep 2001)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Mar 1998)(22 U.S.C. 2779)

_____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991)(22 U.S.C. 2755).

_____252.225-7029 Preference for United States or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3)).

_____252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Mar 1998)
(____Alternate I)(Sep 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

_____252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

_____252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

_____252.247-7023 Transportation of Supplies by Sea (May 2002) (____Alternate I)(Mar 2000)
(____Alternate II) (Mar 2000)(10 U.S.C. 2631).

_____252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Mar 1998)(10 U.S.C.2533a note).

252.247-7023, Transportation of Supplies by Sea (Mar 2000)(10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 13
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Name of Offeror or Contractor: STANLEY STORAGE SYSTEMS INC			

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	STANLEY VIDMAR QUOTE	14-MAY-2002	005	